

**NH Department of Health and Human Services
Division of Public Health Services**

**Exhibit A
Scope of Services**

State Loan Repayment Program

CONTRACT PERIOD: Date of G&C approval through June 30, 2011

CONTRACTOR NAME: Applicant

ADDRESS: Street
Town, NH 00000

TELEPHONE: (603) 000-0000 C: (603) 000-0000

1. The Contractor agrees to:

- 1.1. Serve in a full-time clinical practice as a Specialty during the three-year period of this contract. The Contractor must work at least 32 of the minimum 40 hours per week providing clinical services in the ambulatory setting at the approved practice site, during normally scheduled office hours.
- 1.2. Practice by providing primary health care service to residents within the Health Professional Shortage Area (HPSA) in Town, New Hampshire or such other location as may be agreed upon by the State.
- 1.3. Maintain the appropriate professional license and conform to all State laws and administrative rules pertaining to profession being practiced.
- 1.4. Provide primary health care services to all patients seeking such services regardless of the patient's ability to pay, in accordance with the following conditions:
 - 1.4.1. The Contractor will charge for professional services at the usual and customary rate prevailing in the area in which services are provided, except that if a person is unable to pay such a charge, such a person shall be charged at a reduced rate according to a sliding fee scale or not charged any fee.
 - 1.4.2. The Contractor will not, in the case of an individual seeking care, discriminate on the basis of the ability of the individual to pay for such care or on the basis that payment for such care will be made pursuant to the program established in Title XVIII (Medicare) of the Social Security Act or pursuant to the program established in Title XIX (Medicaid) of such Act.
 - 1.4.3. The Contractor will accept assignment under Section 1824 (b) (3) (ii) of the Social Security Act for all services for which payment may be made under Part B of Title XVIII and will enter into an appropriate agreement with the New Hampshire Department of Health and Human Services, the State agency for administration of medical assistance

provided under Title XIX, to provide services to individuals entitled to medical assistance under the plan.

- 1.5. Post a notice in a public location in the place of practice, stating the Contractor's office hours and the Contractor's conformance with the provisions and sub-provisions of Section 1.4 of this section.

Sample Contract

NH Department of Health and Human Services

Exhibit B

Purchase of Services Contract Price

State Loan Repayment Program

CONTRACT PERIOD: Date of G&C approval through June 30, 2011

CONTRACTOR NAME: Applicant

ADDRESS: Street
Town, NH 00000

TELEPHONE: (603) 000-0000 C: (603) 000-0000

Vendor # 000000

Job # 00000000

Appropriation # 000-000-0000-000-0000

The total amount of all payments made to the Contractor for educational loan repayment during the period of the contract shall not exceed:

\$00,000.00 for State Loan Repayment Program funded from 100% General Funds.

TOTAL: \$ 00,000.00

1. The State will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$00,000.00, over the term of the contract, for validated and outstanding undergraduate and/or graduate educational loans which includes government commercial loans for actual costs paid for tuition, reasonable educational expenses, and reasonable living expenses relating to the graduate or undergraduate education of a health professional.
2. Loan Reimbursements will be made by the State in eight equal payments during the term of the contract. There will be a 50/50 match. Facility's name has agreed to provide non-federal funds to be paid directly to the contractor as specified in the attached Memorandum Agreement.
 - 2.1. Before initiating each payment, the State will contact the place of practice for verification of employment.
 - 2.2. The first one-eighth amount of the contract will be paid three months after:
 - 2.2.1. This contract is approved by the Governor and Executive Council, and
 - 2.2.2. The Contractor commences providing obligated services in accordance with Exhibit A of this contract.
 - 2.3. The second one-eighth amount will be paid at the sixth month of providing services obligated under this contract.

- 2.4. The third one-eighth amount will be paid at the ninth month of providing services obligated under this contract.
- 2.5. The fourth one-eighth amount will be paid at the twelfth month of providing services obligated under this contract.
- 2.6. The fifth one-eighth amount will be paid at the fifteenth month of providing services obligated under this contract.
- 2.7. The sixth one-eighth amount will be paid at the eighteenth month of providing services obligated under this contract.
- 2.8. The seventh one-eighth amount will be paid at the twenty-first month of providing services obligated under this contract.
- 2.9 The eighth one-eighth amount will be paid at the twenty-fourth month of providing services obligated under this contract.
- 3.0 The ninth one-eighth amount will be paid at the twenty-seventh month of providing services obligated under this contract.
- 3.1 The tenth one-eighth amount will be paid at the thirtieth month of providing services obligated under this contract.
- 3.2 The eleventh one-eighth amount will be paid at the thirty-third month of providing services obligated under this contract.
- 3.3 The final one-eighth amount will be paid within 10 days of the contract completion
- 3.4 The Contractor shall repay all funds paid out and a penalty payment as defined in Exhibit C should the Contractor not complete the service obligation.

Exhibit C

Special Provisions

1. Paragraph 14.1 of the General Provisions, shall be amended as follows:

“The Contractor or assignee shall maintain and hold in force, both for the benefit of the State, insurance as stipulated in the attached copy of the insurance policy for the duration of the contract period as outlined in Section 1.6 of the General Provisions. In lieu of individual comprehensive liability insurance, the Contractor should provide proof of coverage provided by the employer, that is in effect for the duration of this contract.”

2. The following paragraph shall be added to the General Provisions:

- 2.1 In signing this agreement, the Contractor attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

- 2.2 The following paragraphs shall be added to the General Provisions:

- 2.2.1 Submit, in a timely manner to the State, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

- 2.2.2 The Contractor agrees to: Provide the State proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

- 2.2.3 Provide all information necessary to the State for it to meet its responsibilities under Exhibits A and B of this agreement.

- 2.2.4 If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of: a) the total amount paid by the Department to, or on behalf of, the Contractor under this contract, and b) an amount equal to the unserved obligation penalty set forth in paragraph 2.2.5. of this section.

- 2.2.5 The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

- 2.2.6 In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

- 2.2.7 The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 2.2.4 through 2.2.6, if the failure is determined to be caused by circumstances beyond the Contractor's control, such as if a breach was attributable solely to the capacity of the professional due to serious illness or death.

2.2.8 Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

2.2.9 The Contractor shall comply with all applicable State and Federal laws.

3. Gratuities or Kickbacks

The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

4. Credits

All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

5. Debarment, Suspension and Other Responsibility Matters

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

Exhibit C-1

Additional Special Provisions

1. **Renewal**

This agreement has the option to renew for **two** additional years, pending availability of funding, educational loan balance of the participant, the agreement of the parties, and approval by Governor and Council.

Sample Contract

NH Department of Health and Human Services

Standard Exhibit F

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS, cont'd**

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS, cont'd**

1. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion – Lower Tier Covered Transactions**
(To Be Supplied to Lower Tier Participants)

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- b. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Signature

Contractor's Representative Title

Contractor Name

Date